

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WILSON DIVISION**

In the Matter of:
CONNECTICUT AVENUE PARTNERS, LLC,
Debtor,

Case No.:
07-04806-8-RDD
Chapter 7

**OBJECTION TO MOTION TO DEEM BUYER IN DEFAULT
UNDER SALES CONTRACT AND FOR RE-SALE OF REAL ESTATE**

COMES NOW Five Points Hospitality, LLC, hereafter "Five Points," and hereby respectfully submits the follow Objection to that certain Motion to Deem Buyer in Default Under Sales Contract and for Re-sale of Real Estate ("Motion") filed by the Chapter 7 Trustee; and, in support of said Objection, responds to the specific allegations of the Motion as follows:

1. The allegations contained in Paragraph 1 of the Motion constitute legal conclusions to which no response is required. By way of further explanation and defense, Five Points asserts that the issues raised in the Motion constitute contested matters within the meaning of Bankruptcy Rule 9014, and that the disposition of the Motion should be conducted pursuant to the provisions of that Rule.

2. The allegations contained in Paragraph 2 of the Motion are admitted.

3. The allegations contained in Paragraph 3 of the Motion are admitted.

4. Five Points admits that the high bid on the subject property was \$1,260,000. Upon information and belief, if is further admitted that the subject property had a scheduled value of \$4,000,000 on the Debtor's bankruptcy schedules.

5. Upon information and belief, the allegations contained in Paragraph 5 of the Motion are admitted.

6. The Purchase and Sale Contract is a written document, the content of which speaks for itself. To the extent an additional response to the allegations contained in Paragraph 6 is required, such allegations are denied.

7. The Order Granting Motion for Confirmation and Compensation of Auctioneer is a written document, the content of which speaks for itself. To the extent an additional response to the allegations contained in Paragraph 7 is required, such allegations are denied.

8. The allegations contained in Paragraph 8 of the Motion are admitted.

9. The Extension and Assignment Agreement is a written document, the content of which speaks for itself. To the extent an additional response to the allegations contained in Paragraph 9 is required, such allegations are denied.

10. Upon information and belief, the allegations contained in Paragraph 10 of the Motion are admitted.

11. Five Points lacks sufficient information to confirm or deny the allegations contained in Paragraph 11 of the Motion, and the same are therefore denied.

12. The allegations contained in Paragraph 12 of the Motion are admitted.

13. Five Points lacks sufficient information to confirm or deny the allegations contained in Paragraph 13 of the Motion, and the same are therefore denied.

14. The Purchase and Sale Contract is a written document, the content of which speaks for itself. To the extent an additional response to the allegations contained in Paragraph 14 is required, such allegations are denied.

15. The allegations contained in Paragraph 15 of the Motion are denied.

16. The allegations contained in Paragraph 16 of the Motion are denied.

WHEREFORE, Five Points requests an Order denying the Trustee the relief requested in the Motion; providing Five Points the procedures set forth in Bankruptcy Rule 9014 for defending the allegations made in the Motion; and for such other relief as the Court deems appropriate.

This the 23rd day of April, 2010.

/s/ David J. Haidt
DAVID J. HAIDT
AYERS & HAIDT, P.A.
Attorneys for Five Points Hospitality, LLC
P.O. Box 1544
New Bern, NC 28563
(252) 638-2955
N.C. State Bar #22092

CERTIFICATE OF SERVICE

I, David J. Haidt, Post Office Box 1544, New Bern, North Carolina 28563, certify:

That I am, and at all times hereinafter mentioned was, more than eighteen (18) years of age;

That on the 23rd day of April, 2010, I served copies of the foregoing OBJECTION on the parties listed below via electronic service (CM/ECF Notice) or regular mail, postage prepaid. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED ON: April 23, 2010.

BY: /s/ David J. Haidt
DAVID J. HAIDT
N.C. State Bar #22092

TO:

BANKRUPTCY ADMINISTRATOR (via CM/ECF)
PO BOX 3758
WILSON, NC 27894-3758

JOHN C. BIRCHER (via CM/ECF)
CHAPTER 7 TRUSTEE

TRAWICK H. STUBBS, ESQ. (via CM/ECF)
ATTORNEY FOR DEBTOR

Cc: Five Points Hospitality, LLC
c/o Arey Grady, Esq.